

**AGREEMENT BETWEEN THE SECRETARIES  
AND  
THE DEMAREST BOARD OF EDUCATION**

**JULY 1, 2017 TO JUNE 30, 2020**

## **RECOGNITION**

- A. Whenever the word "secretary" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement.
- B. Whenever the word "part-time employee" is used in this Agreement, it shall be deemed to mean any secretary in the bargaining unit covered by this Agreement, as defined in Paragraph A above.

## **POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS**

Except as explicitly limited by a specific provision of this Agreement and L. 1968, c. 303, as amended and supplemented, the Board, acting directly or through superintendent of schools, shall continue to have the exclusive right to take any action it deems appropriate in the Superintendence management and control of the educational affairs of the school district, and to this end it hereby reserves to itself all powers, functions, and prerogatives granted expressly or by implication, or reasonably necessary to discharge the duties imposed by the statutes of the State of New Jersey.

The Board's failure to exercise any function hereby reserved to it, or its exercise of any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in direct conflict with the express provisions of this Agreement and L. 1968, c. 303, as amended and supplemented.

## **ARTICLE I**

### **INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS**

- A. Secretaries regularly employed 30 hours weekly are eligible for paid Health Benefits including Dental coverage, for their immediate family after the 60-day probationary period.
- B. The Board shall provide insurance protection for individual employees covered by this Agreement and their families, including civil union partners in accordance with New Jersey Law, under the New Jersey State Health Benefits Program. Employees shall contribute to his/her medical coverage in accordance with the Tier IV rate set forth in Ch. 78, P.L. 2011.
- C. The Board shall pay the premium in each year of this Agreement for dental insurance.
- D. By law, N.J.S.A 18A:16-3, the Board shall pay up to \$125 of any physical examination performed by a doctor selected by the Board. The employee has the right to select his/her own doctor in which case the employee is responsible for the cost of the examination but such physician must submit his/her findings to the Board via its school physician.

- E. A non-pensionable stipend will be paid to those paying for health benefits. Employees with 15 or more years of service in the district will receive \$415 per annum. Those with more than five years but less than 15 years of in-district service will receive \$165 per annum and those with up to and including five years in district will receive \$65 per annum. This amount will be paid in February and may be prorated for lesser service. The provision is to be in effect until June 30, 2020.

## **ARTICLE II**

### **SICK LEAVE**

- A. Full time secretaries shall be allowed twelve (12) days for personal illness in a school year on a prorated basis. Personal illness leave not utilized by a Secretary in any one year shall be accumulated and may be used for personal illness in subsequent years so long as the Secretary continues employment in the school district.

Secretaries who, after serving fifteen (15) years of continuous service in the Demarest School District, and actually retire from the Public Employment Retirement System, shall receive moneys for each day of sick leave which they have accumulated but have not used as per the following schedule:

\$25.00 per day -	1-50 accumulated days
\$30.00 per day -	51-100 accumulated days
\$35.00 per day -	100-150 accumulated days

Days accumulated in excess of 150 days have no dollar value upon retirement.

In the event of the death of the employee while still actively employed, after serving the requisite of fifteen (15) years, the employee's estate shall receive any payment entitled.

## **ARTICLE III**

### **PERSONAL LEAVE**

- A. Secretaries will be granted three (3) personal days annually, following their probationary period. Personal days will be prorated based on the employee's status. All unused personal days shall be accumulated as unused sick leave from year to year. All other leaves will be addressed based on statute.

## **ARTICLE IV**

### **JURY DUTY**

- A. An employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid the difference between jury duty fees received and his/her regular daily earnings for such time as he/she is required to be in attendance in court.

## ARTICLE V

### BEREAVEMENT LEAVE

- A. When a death occurs in an employee's immediate family (husband, wife, children, mother, father, as well as brothers or sisters and civil union partners in accordance with New Jersey Law), the employee shall be allowed five (5) days absence without loss of pay.
- B. When the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law immediate grandparent or grandchild, the employee shall be allowed three (3) days' absence without loss of pay.
- C. When the death of a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) days' absence without loss of pay.

## ARTICLE VI

### HOURS OF WORK

- A. The full time workday will consist of seven (7) hours and fifteen (15) minutes per day and an additional unpaid forty five (45) minutes for lunch.
- B. Summer hours from July 1<sup>st</sup> to August 31<sup>st</sup> shall consist of Friday dismissals at 1:00 p.m.

## ARTICLE VII

### HOLIDAYS

- A. Secretarial staff shall not be required to report to work on these holidays if school is not in session:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Rosh Hashanah  
Columbus Day  
Yom Kippur  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Vacation

If school is in session on one of these holidays, the secretary shall report to work, but shall be given a compensatory day as approved by the immediate supervisor. A holiday falling on a Saturday or Sunday shall be observed on the prior Friday or following Monday if school is not in session, as determined by the Superintendent.

## **ARTICLE VIII**

### **VACATIONS**

- A. All non-certified secretary/clerk staff members employed for twelve full months prior to July 1 shall receive ten vacation days. If, on that date, a secretary staff member has been employed less than twelve full months, but more than the sixty-day provisional period, the vacation shall be prorated. Vacation time shall not be accrued during the provisional period. Secretary staff employed at least five years shall be entitled to fifteen vacation days. One additional vacation day will be added for each of the sixth, seventh, eighth, ninth, and tenth years employed. Vacation schedules will be subject to the Superintendent's approval.
- B. Employees are required to use all of his/her annual accrued vacation leave each year and will only be permitted to carry over vacation leave into the subsequent year, with the Superintendent's prior approval, if the vacation leave could not be used due to business necessity. An employee may carry up to five (5) days, before September 1<sup>st</sup>, following the year of accrual.

## **ARTICLE IX**

### **SALARY SCHEDULE**

<b>STEP</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
1	37,706	38,407	39,106
2	38,305	39,026	39,751
3	38,903	39,646	40,391
4	39,500	40,265	41,033
5	40,096	40,882	41,674
6	40,692	41,499	42,313
7	41,295	42,116	42,952
8	42,138	42,741	43,590
9	42,999	43,613	44,237
10	43,876	44,504	45,139
11	44,772	45,411	46,062
12	45,685	46,339	47,001
13	46,630	48,940	49,169
14	49,944	52,140	52,377
15	53,144	55,340	55,585
16	56,344	58,540	59,763
17	59,544	61,740	63,001
18	62,744	64,940	67,213

Secretaries employed prior to December 31 in a school year will move vertically up one step on the next year pay scale. Secretaries employed after January 1 in a school year will move horizontally and remain on the same step.

## **ARTICLE X**

### **LONGEVITY**

Longevity will be paid to secretaries that have achieved seventeen (17) years of service as of June 30, 2008. Future longevity will be based on secretaries achieving seventeen plus (17+) years of service.

	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
<b>17th Year</b>	\$2,300	\$2,300	\$2,300
<b>21st Year</b>	\$2,800	\$2,800	\$2,800

There will be no longevity for new hires effective 1/1/12.

## **ARTICLE XI**

### **TUITION REIMBURSEMENT**

- A. The Board of Education will allocate up to \$2,500 annually for secretaries for tuition reimbursement. Reimbursement is limited to approved tuition and fees. The Board will pay each eligible secretary \$225 during each year of this agreement toward tuition. In the event that the sum of \$2,500 shall not have been expended, then the balance shall be used to equally reimburse those secretaries whose tuition costs have exceeded \$225. No secretary shall receive more that \$1,000 annually. Courses to be taken must be approved in writing by the Superintendent prior to registration. An official transcript shall be submitted indicating satisfactory completion of the course with an average (B) grade or better, or with a pass if no letter grade is given for the course. Proof of full payment must be submitted to the School Business Administrator to receive reimbursement.

## **ARTICLE XII**

### **PROFESSIONAL CERTIFICATE**

International Association of Administrative Professionals - \$2,500  
Secretaries can receive \$2,500 annually upon completion and receipt of certification from the International Association of Administrative Professionals.

**ARTICLE XIII**  
**STIPENDS**

Realtime Student Data Systems Coordinator	\$4,000
Substitute Caller	\$5,000

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. A grievance is a claim by a secretary, based upon the interpretation, application, or violation of this Agreement, Board Policy, or administrative decision, affecting terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.

B. PROCEDURE

1. All grievances of secretaries shall be taken up in accordance with the following procedures:

FIRST STEP: The aggrieved person and/or his/her representative shall give written notification to the immediate supervisor within ten (10) workdays after cause of complaint arises. The immediate supervisor shall give his/her written answer in the FIRST STEP.

SECOND STEP: If no satisfactory settlement is reached in the in the FIRST STEP, the aggrieved person shall present the grievance to the superintendent in writing within five (5) work days after the immediate supervisor shall have given his/her written answer in the FIRST STEP.

Within ten (10) workdays after the presentation of such grievance, the superintendent or a designee shall meet with the aggrieved person or a designee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner. The superintendent or a designee shall render a written decision within five (5) workdays after such meeting.

THIRD STEP: If no satisfactory settlement is reached in the SECOND STEP, the aggrieved person may, within ten (10) workdays after the receipt of the answer at the SECOND STEP, request in writing a formal hearing before the Board which shall be held within thirty (30) days thereafter. The Board shall render a written decision setting forth its findings and conclusion within thirty days (30) after the hearing is concluded.

FOURTH STEP: In the event the grievance, to the extent that it pertains to an interpretation, application, or violation of the terms of the Agreement, shall not have been resolved in the foregoing steps, the Association shall have the right to request the Public Employment Relations Commission, to furnish one arbitrator to consider the

grievance and render findings, which said findings shall be binding upon the parties. The rules of PERC shall apply.

Such request for arbitration shall be made within ten (10) workdays after the receipt of the Board's written decision under the THIRD STEP and a copy of said request shall be filed with the superintendent.

The arbitrator shall bill the secretary and the Board separately for one-half (1/2) of the costs of his/her services.

A non-tenured Secretary shall not be permitted to arbitrate a grievance challenging his/her non-renewal.

C. LIMITATIONS

Any disposition of a grievance from which no appeal is taken within the time limits specified in Paragraph B (1) above shall be deemed resolved and shall not thereafter be subject to the grievance provisions of this Agreement.

D. RIGHTS OF MEMBERS

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choice.

When submitting the grievance to the administrator or Board at any of the steps, the member shall give written notification designating the representative(s).

No reprisals shall be taken against any aggrieved persons, their representatives, or other participants, by reason of participation in the grievance procedure.

E. GRIEVANCE FILE

All documents, communication, records, etc., dealing with a specific grievance shall be stored in a separate grievance file in the superintendent's office and not in the personnel file of the participants.

**ARTICLE XV**

**SAVINGS CLAUSE**

If, during the term of this employment agreement, it is found that a specific clause of this employment agreement is contrary to federal or state law, the remainder of the employment agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this employment agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.



## ARTICLE XVI

### MODIFICATION CLAUSE

The terms and conditions of this employment agreement shall not be modified except by the written consent of both parties. Any amendments to the Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing employment contract.

## ARTICLE XVII

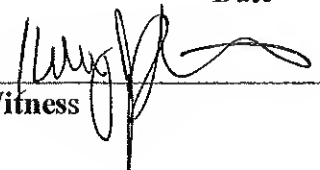
### TERMINATION CLAUSE

In the event an Employee intends to terminate his/her employment with the Board or the Board desires to terminate the employment an employee, each may do so for any reason or for no reason. The party desiring to do so shall provide at least thirty (30) calendar days notice to the other of such party's intent to terminate employment.

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals or caused this agreement to be signed by their corporate officers and their proper corporate seals to be hereto affixed the day and year first written above.

  
\_\_\_\_\_  
For the Demarest Secretary Association

1/17/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
President, Demarest Board of Education

1/16/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness: T. Perez, SBA/Bd. Secretary

